

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

REGIONS EQUIPMENT FINANCE)
CORPORATION,)

Plaintiff,)

v.)

Case No.: 10-CV-00622-WMA

ASPEN ORLEANS, L.P.; DUNHILL)
PRODUCTS, L.P.; H. STRYKER)
EMMERTON, an individual; STEVEN)
FRIETSCH, an individual; and HENRY)
WUERTZ, an individual.)

Defendants.)

ANSWER

Comes now Steven Frietsch, Defendant in the above-styled civil action (hereinafter “Defendant”), and submits the following Answer and Defenses to the Complaint filed herein on March 24, 2010:

FIRST DEFENSE

1. Admitted.

2. Defendant admits that Aspen Orleans is organized in the State of Delaware.

Defendant denies that its current address is 450C Government Street, Mobile, Alabama 36602.

3. Admitted.

4. Defendant is without sufficient information or knowledge to form a belief as to the truth of the averments in Paragraph 4, therefore, denies same.

5. Admitted.

6. Defendant admits that Wuertz is over the age of 19 years. Defendant has no knowledge as to where the Plaintiff believes Wuertz resides or where he can be served and, therefore, denies the balance of the averments of Paragraph 6.

7. Denied.

8. Denied.

9. Denied. The fact that an agreement as to venue may have been signed does not necessarily mean that this Court cannot transfer venue, especially where another related lawsuit is pending in a more convenient forum.

10. Denied.

11. Defendant is without sufficient information or knowledge to form a belief as to the truth of the averments in Paragraph 11 and, therefore, denies same.

12. Defendant is without sufficient information or knowledge to form a belief as to the truth to all of the averments in Paragraph 12 and, therefore, denies same.

13. Defendant is without sufficient information or knowledge to form a belief as to the truth of the averments in Paragraph 13 and, therefore, denies same.

14. Defendant is without sufficient information or knowledge to form a belief as to the truth of the averments in Paragraph 14 and, therefore, denies same.

15. Defendant is without sufficient information or knowledge to form a belief as to the truth of the averments in Paragraph 15 and, therefore, denies same.

16. Denied.

17. Defendant is without sufficient information or knowledge to form a belief as to the truth of the averments in Paragraph 17 and, therefore, denies same.

18. Denied.

19. Denied.

20. Denied.

21. Admitted. Exhibit H constitutes a waiver of the Borrower's defaults by the Plaintiff.

22. Denied.

23. Denied.

24. Exhibit I speaks for itself. Defendant denies he is now in default.

25. Denied.

26. Defendant adopts and incorporates herein by reference the averments made in Paragraphs 1-25 as if fully set forth herein.

27. Denied.

28. Denied.

29. Defendant adopts and incorporates herein by reference the averments made in Paragraphs 1-28 as if fully set forth herein.

30. Denied.

SECOND DEFENSE

31. Defendant pleads the defense of lack of subject matter jurisdiction.

THIRD DEFENSE

32. Defendant pleads the defense of lack of personal jurisdiction.

FOURTH DEFENSE

33. Defendant pleads the defense of improper venue and forum non conveniens.

FIFTH DEFENSE

34. Defendant pleads the defense of insufficient process.

SIXTH DEFENSE

35. Defendant pleads the defense of insufficient service of process.

SEVENTH DEFENSE

36. Defendant pleads the defense of failure to join a proper party under Rule 19.

EIGHTH DEFENSE

37. The Complaint fails to state a claim upon which relief can be granted.

NINTH DEFENSE

38. The Complaint is not verified.

TENTH DEFENSE

39. Defendant pleads the defense of accord and satisfaction.

ELEVENTH DEFENSE

40. Defendant pleads the defense of estoppel.

TWELFTH DEFENSE

41. Defendant pleads the defense of failure of consideration.

THIRTEENTH DEFENSE

42. Defendant pleads the defense of fraud.

FOURTEENTH DEFENSE

43. Defendant pleads the defense of illegality.

FIFTEENTH DEFENSE

44. Defendant pleads the defense of laches.

SIXTEENTH DEFENSE

45. Defendant pleads the defense of payment.

SEVENTEENTH DEFENSE

46. Defendant pleads the defense of release.

EIGHTEENTH DEFENSE

47. Defendant pleads the defense of res judicata.

NINETEENTH DEFENSE

48. Defendant pleads the defense of the statute of frauds.

TWENTIETH DEFENSE

49. Defendant pleads the defense of statute of limitations.

TWENTY-FIRST DEFENSE

50. Defendant pleads the defense of waiver.

TWENTY-SECOND DEFENSE

51. Defendant pleads the defense of set-off and recoupment.

TWENTY-THIRD DEFENSE

52. Plaintiff has failed to show it has complied in all particulars with the Ship Mortgage Act.

TWENTY-FOURTH DEFENSE

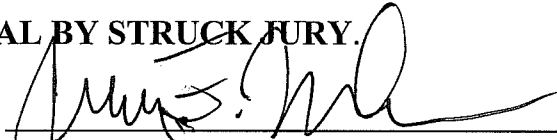
53. Plaintiff has failed to make demand on the Defendant pursuant to the terms of any applicable guaranty contract.

TWENTY-FIFTH DEFENSE

54. Plaintiff failed to perform all conditions precedent prior to bringing suit against Defendant.

55. Defendant reserves the right to amend this Answer by the addition or deletion of defenses and claims as more information becomes available through the discovery process or otherwise.

DEFENDANT DEMANDS TRIAL BY STRUCK JURY.



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CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing was served upon the below listed persons, via CM-ECF filing or United States mail, first-class postage prepaid, on this the 16th day of April, 2010.

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